

XXXX COOPERATIVE WEED MANAGEMENT AREA

COOPERATIVE AGREEMENT

Between

XXXX SERVICE, XXXX NATIONAL FOREST
and
USDI-BUREAU OF LAND MANAGEMENT, XXXX DISTRICT
and
XXXX COUNTY, IDAHO
and
IDAHO DEPARTMENT OF LANDS, XXXX OFFICE
and
IDAHO DEPARTMENT OF FISH & GAME, XXXX OFFICE
and
IDAHO DEPARTMENT OF TRANSPORTATION, XXXX OFFICE
and
NATURAL RESOURCE CONSERVATION SERVICE, XXXX OFFICE
and
SOIL CONSERVATION DISTRICT, XXXX OFFICE
and
XXXX CITY

This Cooperative Agreement is made and entered into by and between the USDA-Forest Service, XXXX, USDI Bureau of Land Management XXXX District, Idaho Department of Lands, Idaho Department of Fish & Game, Idaho Department of Transportation, XXXX County, XXXX City, Soil Conservation District, and Natural Resource Conservation Service. It is made under the authority of the Cooperative Funds and Deposits Act of December 12, 1975 (PL94-148); the Granger-Thye Act of April 24, 1950; the Federal Noxious Weed Act of 1974 (PL 93-629); the Idaho Noxious Weed Law, Chapter 24, Title 22, Idaho Code; the Invasive Species Executive Order of February 3, 1999; and the Watershed Restoration and Enhancement Agreement Authority of FY 1999 and Beyond, Section 323(a).

PURPOSE:

The above-named agencies and cooperators have noxious weed control responsibilities and interests on adjacent and commingled lands in the XXXX Cooperative Weed Management Area through the listed authorities. Each of the parties have access to financial resources for the management of noxious weeds and/or maintains equipment and personnel for the purpose of controlling noxious weeds within their own jurisdiction. Uncontrolled weed populations in one jurisdiction greatly affects the ability of other land managers to control weeds on lands they administer. The Cooperators desire to come together in a formal manner and promote an integrated weed management program throughout the CWMA that includes public relations, education, and training in the noxious weed arena, as well as coordination of weed control efforts and methods, sharing of resources and designing other desirable resource protection measures relative to weed management. This will be accomplished under the general direction of a Board of Directors (Board) who shall designate a Weed Committee to implement activities in accordance with this agreement, scheduled meetings and resulting operating plans. It would also provide a communication forum to keep all parties informed of weed control concerns and activities and/or other resource protection activities relative to integrated weed management. The Federal Agencies involved have been directed by Sec. 15(3) of the Federal Noxious Weed Act and Watershed Restoration and Enhancement Agreement Authority of FY 1999 and beyond, Section 323(a), to complete and implement cooperative agreements with State agencies and other partners.

MUTUAL BENEFIT:

This Agreement will provide an efficient means of handling, controlling, and communicating about noxious weed management in the geographic area covered by this Agreement. The sharing of knowledge, and in some cases resources, will achieve better control of weeds while improving working relationships with the partners and members of the publics served by each.

DEFINITIONS:

XXXX CWMA – The Cooperative Weed Management Area is the geographic area generally contained within XXXX.

Board – The Board shall consist of the signatories of each cooperating entity of this Agreement or their representative and at least two members that represent the public at large. The Board provides oversight and direction for the Steering Committee.

Sustaining Partners – Private individuals or organizations that have vested interests in the XXXX CWMA. These partners, although not signatories of this Agreement, provide significant additional resources to integrated weed management in the XXXX CWMA. Partners may serve on the Board or Steering Committee if selected by the Board.

Weed Committee – The Weed Committee shall represent the Board and consist of those persons with expertise or interest in integrated noxious weed management. The Weed Committee shall operate as a steering group and will be responsible for the daily activities of the XXXX CWMA including planning, organization, fiscal operations, project identification and accomplishments, inventory, monitoring, and reporting.

Working Committee - A group of individuals to work on specified projects. The Chair of each Working Committee shall be a member of the Steering Committee with members recruited as needed. Each Chair will report to the Steering Committee and Board.

Financial Entity – The XXXX Resource and Conservation District will serve as the fund manager of all funds received by the XXXX CWMA.

Annual Operating Plan – The yearly plan prepared by the Steering Committee that identifies activities, projects, and responsible parties. The annual operating plan will also contain the financial plan for the year.

Financial Plan – A table identifying projects with estimated costs and sources of funding.

ITEMS OF AGREEMENT:

1. A Board will be established, consisting of a representative from each signing party, Sustaining Partners, and two at-large members, to provide XXXX Cooperative Weed Management Area (XXX CWMA) direction and oversight, and to monitor the cooperative noxious weed management activities under this Agreement.
2. The Board shall meet annually to approve annual operating plans and reports of accomplishments. Until a member approves an Annual Operating Plan in writing, it shall not incur any liability for entering into this Agreement.

3. The Board shall designate representatives to the Steering Committee for the purpose of conducting business of the XXXX CWMA. The Steering Committee will operate by consensus with a commitment to cooperation across jurisdictional boundaries as needed.
4. Each entity on the Board retains discretionary prerogative for areas under its individual authority.
5. The XXXX CWMA Steering Committee will:
 - a. Develop a XXXX CWMA Noxious Weed Strategic Plan.
 - b. Develop a XXXX CWMA Annual Operating Plan.
 - c. Render decisions and guide XXXX CWMA activities consistent with this Agreement, the Strategic Plan, and Board requirements.
 - d. Meet to implement XXXX CWMA activities.
 - e. Provide an annual written report of project accomplishments to the Board.
 - f. Be comprised of a Chair, Recorder (or Vice-Chair), and general members as determined by the Weed Committee and approved by the Board.
 - g. Require written approval for XXXX CWMA expenditures from two Steering Committee members which will include at least the Chair and/or Vice-Chair.
6. It is recognized that each Cooperator has primary responsibility to its own governing body and lands under its jurisdiction. It is agreed to provide resources to each other as legal authorities may permit.
7. Sustaining Partners for integrated weed management in the XXXX CWMA include, but are not limited to, any private citizen, XXXX Weed Committee, XXXX CWMA, XXXX CWMA, XXXX CWMA, and XXXX CWMA. These entities have vested interests in the XXXX CWMA and provide assistance necessary in integrated noxious weed management.
8. MODIFICATION. Modifications within the scope of this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. Cooperators are not obligated to fund any changes not properly approved in advance.
9. TERMINATION. Any party, in writing, may terminate this Agreement in whole, or in part, at any time before the date of expiration. Neither party(s) shall incur any new obligations for the terminated portion of this Agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.
10. COMPLETION DATE. This Agreement is executed as of the date of last signature and, unless sooner terminated, is effective through **Month, Day, Year,** at which time it will expire unless renewed.
11. EXTEND TERM. Cooperators, by written modification to this Agreement, may extend the term for subsequent performance periods not to exceed a total duration of five years from the execution date of this Agreement, including the subsequent performance periods. Any of the parties herein may terminate this Agreement by providing 30 days written notice to the other parties.
12. Any exchange or use of equipment other than when accompanied by a representative of the Cooperator owning this equipment will be documented with existing damages noted in the documentation. The using Cooperator will assume repair responsibilities only for damages caused by negligence and is not responsible for items of normal wear and tear.

13. Injuries to employees who perform work under the terms of this Agreement shall be covered for said injury by the employee's agency and shall not be governed by where the injury occurred.
14. All signing parties will be responsible and accountable for their own funds, equipment, and personnel, except as noted above.

15. Principal contacts: Board contacts for this Agreement are:

| | | | |
|---------------------------------------|---|------|--------------|
| National Forest | - | NAME | Phone Number |
| Bureau of Land Management | - | NAME | Phone Number |
| Idaho Dept. of Lands | - | NAME | Phone Number |
| Idaho Dept. of Fish and Game | - | NAME | Phone Number |
| Idaho Dept. of Transportation | - | NAME | Phone Number |
| County | - | NAME | Phone Number |
| City | - | NAME | Phone Number |
| Natural Resource Conservation Service | - | NAME | Phone Number |
| Soil Conservation District, Salmon | - | NAME | Phone Number |

16. BILLING AND PAYMENT PROVISIONS. Payment, billing arrangements, and a financial entity will be determined from the Annual Program of work and may involve reimbursable or advance payments between the parties to this Agreement. Specific direction may vary by participating agency.
17. ACCESS TO RECORDS. Give the Cooperators, through any authorized representative, access to and the right to examine all records related to this Agreement. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
18. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Federal Agencies under this Agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
19. LEGAL AUTHORITY. The recipient/cooperator has the legal authority to enter into this Agreement, and the institutional, managerial, and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.
20. PARTICIPATION IN SIMILAR ACTIVITIES. The Agreement in no way restricts Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

IN WITNESS THEREOF, the parties hereto have executed this Agreement # **XX-CA-XXXXXX-XXX** as of the last date written below:

USDA Forest Service By:_____ Date:_____
NAME, Forest Supervisor

Idaho Department of Fish and Game By:_____ Date:_____
NAME, Regional Supervisor

County By:_____ Date:_____
NAME, Chair – County Commissioners

USDI Bureau of Land Management By:_____ Date:_____
NAME, Field Office Manager

City By:_____ Date:_____
NAME, Mayor

Idaho Department of Lands By:_____ Date:_____
NAME, Area Supervisor

Idaho Department of Transportation By:_____ Date:_____
NAME, District Engineer

Soil Conservation District By:_____ Date:_____
NAME, District Chair

Natural Resource Conservation Service By:_____ Date:_____
NAME, NRCS Representative